

1884-007 Chancery Causes: Henry C. Flanary by & vs. Zion Flanary &
Lee Co.

Crabtree, Cecil, Flanary

CA-Debt
T-Property

To the Honorable, John A. Kelly Judge
of the Circuit Court of Lee County.

Your orator, Henry C. Flanery, an infant, who sues by Edward Cecil, his guardian and next friend, Humbly complaining, respectfully represents, that heretofore, he obtained a judgement against one Zion Flanery, for \$20.67, with legal interest thereon from the 15th day of January 1862, till paid; and \$8.86 Costs thereon. On this judgement there issued execution, and the same was placed in the hands of France Miles D.S. for Thomas S. Ely sheriff of said County, and was returned by him no property found. A copy of this judgement, and return on said writ will be found herewith filed marked "A" and is prayed to be considered herewith as part hereof. This judgement, and costs are still wholly unpaid, and due your orator, from said Zion Flanery. After the rendition of said judgement, and while the same was in full force, and at this time the said Zion Flanery was the owner in fee of a small but valuable piece of land situated in said County, and near to and adjoining the lands of Benjamin L. Thompson, in a neighborhood, known as "Scuffle town", the rents and profits of

which will not in five years pay the same and cost. This judgement was duly docketed and properly indexed so as to constitute as your orator is advised a lien on said lands. In which condition ~~the~~ one James Crabtree purchased them from said Flanery and now occupies and claims them.

Your orator is advised that his said judgement is a lien thereon in said Crabtree's hands, and that the same will be enforced by a court of equity.

To enforce the lien of said judgement against said lands, and hence the same or so much thereof as may be necessary to do so, as will pay your orator's judgement and cost as aforesaid, is the object of this bill -

His prayer therefore is, to make said Flanery and James P. Crabtree parties defendants to this bill, and answer the same on their oaths. And that said Flanery answer upon his oath and say if he had not fully paid for said land, if not how much he had paid towards the same; How much he sold it to James P. Crabtree for and how much has been paid him on the same; and how much is now due thereon. That is at the date the writ in

this cause was served on him - That
he answer specifically all he knows about
his own interest in these lands. And upon
a hearing a decree be rendered selling
so much of said lands as are necessary
to pay your orators judgement and costs
and costs of this suit and for all other
further and general relief - May your
honor issue.

A. L. Ordemore P. 2.

L.P.
Henry C. Lanery & Co

Co 8.05
ct 15.00
\$ 1.00
Co 20
\$24.25

vs Bill Chug

Zion Lanery et al
Exhibit A" filed.

Filed at Nov. Rules 1882

1882, Octo. Spu Execd to N.

" Nov. O. N. Confd and
Cause set for hearing
by Plaintiffs

1883, Mm, Tenn Decretes

" Aug. ans filed resp
& continued.

Nov. ans to

1884 March Decree final

To The Hon. John A. Kelly Judge of
The Circuit Court of Lee County Va
The amended bill of Henry C. Flanery
an infant, alias Charles E. Flanery, who
was by Edward Cecil his next friend
would respectfully represent, that the
filing of the answer of Lyon Flanery
to his original bill discloses certain facts
which render an amendment thereto -
necessary. Reiterating and asserting the
Judgement and lien set forth in his
original bill, and referring to the same
as being still true and, and enforceable
on the land named in the said original bill
He charges, that the claim of Phebe Flanery
the wife of the said Lyon is a sham,
a fraud and pretence to shield and pro-
tect the defendant Lyon Flanery from the
payment of a just and honest debt
long over due to your orator ^{word} a fatherly
and motherly boy. The defendant
on the trial of said judgement had
counsel, to defend him and ~~was~~ made
every effort to avoid a judgement
against him - His only defense was
as to the construction of a credit en-
dorsed upon the note the foundation
of the action, and that was on a

full and fair hearing decided against him - Nor does the defendant John Henry make the frank and candid disclosure he so loudly claims; The farm on which he lived on Sugar Run or head of Cave Creek was not wholly as your orator is informed paid for by his said father but was partly paid for by said John and the same was, advanced or given him by his said father, and on it he resided for several years; and it was the said John who stipulated the said sale, and made the bargain to sell it - and then he himself asked his said father to collect the money & pay it over to said Phebe his wife, and thus raise a pretence to avoid debts. Your orator charges that although the title of the purchase from Thompson & the title bond to Phebe all appears as done in her name yet nothing was done only as directed and controlled by the said John, and in pursuance of his stipulations - The whole collection of said money by the commission of said John the payment of it to the said Phebe; the said Phebe's purchase from Thompson, and the sale to Crabtree were all acts fraudulently done on the part

of said Lycin and the said Phebe to
hinder delay or defraud the said Lycin
Creditors, and especially your creditor - and
your creditor has calls on the said Lycin
to answer specifically, and the said Phebe
also to answer specifically.

1 Did not the said Lycin own and was he
not entitled to the Crane Creek land?

2 Did the said Lycin not request his father
to collect the purchase money therefor and pay
it over to his said wife to hinder delay or
defraud Creditors

Did not said Lycin actually sell said land
himself, and did he not bargain or
trade for the Thompson land - Did he not
sell to Crabtree, and was any trade made
or money paid without his consent and
control; and did not said Lycin, own or
control the fund thus paid for the Thompson
land. Answer these things truly upon your
oaths and from your Consciences, say if
the small amount in this judgement is
worth the dodge from rectitude necessary
to get rid of it - Answer whether or not
if said Lycin had not owed just a honest
debts this among the rest whether or not
Phebe would ever have claimed the fund
thus derived from her husband's father.

Your ~~original~~ ^{alleged} that, in settlements of
this character voluntary, and without consideration
are void as to creditors and that the defendants
cannot set up such a claim against bene-
ficial Creditors - The premise covered your
craters map is that Zion Hanner, James
P. Crabtree and Phebe Hanner wife of Zion
Hanner be made parties defendants to
this bill and answer the statements
and allegations hereof upon oath fully &
specifically and that as in his original
bill his said lien be enforced against said
land, and that the same be sold to pay
the same. And as in duty bound he
will ever pray:

A. L. Proctor
for Plff.

Henry C. Hanner by

vs. Answered Bill.

Zion Hanner et al

Filed at March Term
in Open Court by
leave thereof.

J. A. Wyatt
clerk

To the Honorable John A. Kelly Judge of
the Circuit Court of Lee County Virginia

The separate answer of James P. Crabtree
to a bill filed against him and Zieu Flanory
in this Honorable Court by Henry C. Flanory
by &c.

This respondent saving the benefits of all the
errors imperfections and misstatements contain-
ed in the Plaintiffs bill for answer to it, or to so
much of it as he is advised it is material or nec-
essary for him to ^{answer} answering says. That he is
advised there is no such person as Henry C.
Flanory. That he is advised that one Edward
Levil, the next friend of the Pretended Plaintiff
in this suit, did obtain a judgment against Zieu
Flanory, the codefendant of this respondent, for
the benefit of his ward, whose name is Charles
C. Flanory. And respondent supposes that
said judgment is the one intended to be used
upon. But respondent denies, That this judge-
ment, even though it could be enforced in the
name of a person having no estate, is a lien
upon the land purchased by this respondent
from Mrs Phoebe Flanory wife of his co-de-
fendant Zieu Flanory. Respondent purchas-
ed said land from Mrs Phoebe Flanory who
had purchased it from one Bay A. Thompson
who had bound himself in a bond to make her

a deed to said land as soon as the purchase money due on the same was fully paid. A copy of said Bond is here with filed record (B.)

As this respondent is informed, said Phoebe Flanory had agreed and undertaken to pay said Thompson \$900 \pm of or said land. Five hundred of which was paid down, fifty dollars some time thereafter and at the time of Respondent's purchase there was due on said land to said Thompson the sum of \$350. \pm together with about \$21.25 of interest, and the said matter standing in this shape and the said Phoebe, finding that she could not pay for said land sent at this respondent to purchase it from her, which he on the

day of March 1882 consented to do, and she ^{on the 9th day of November 1882} ~~on that day~~ assigned to him the Little bond which

the said Thompson had before that executed to her. At the time of said purchase respondent knew nothing whatever of the judgment which the Plaintiff claims against Jean Flanory, nor did he know, and he does not now believe that the said Jean Flanory had any interest whatever in said land. The said Phoebe had purchased it, she had executed her own notes for it, and the Little bond was executed to her. Nor had respondent ever heard questioned, the fact that

Said land was hers. Respondent here alleges That it was her land, and he denies That said Zou had any interest in it, That can be subjected to the payment of this or any other debt, which he owes.

Respondent alleges That sometime in the year 1878 That Silas Flanory gave to his daughter-in-law the said Phoebe notes amounting to about Six hundred ^{dollars}, for her own use, in her own right and with which to purchase her a little home and he alleges That the money paid by her to the said Thompson towards the purchase price of this land, was paid with or out of the proceeds of these notes thus given her, as her property That the said notes were her own property free from the control of her husband, and That he had no interest in them, That he had no interest in the land and That the same or the proceeds thereof is not liable in anyway for the judgment sued on in this suit.

Respondent has paid on said land to		
Phoebe Flanory	\$ 400.	\$ 400.00
B. F. Thompson	172.25-	172.25
Still due to Thompson.	200.-	200.00
Still due to Phoebe Flanory	150.	150.00
Making total of		\$ 921.25

And now having answered he prays to be dismissed with his costs.

Richard Duncan & Co.

Virginia, Lee County, to wit.

I James W Orr a commissioner in chancery
for the circuit court of Lee County Virginia
do certify that James P Braltrue this day
personally appeared before me and made
oath that the facts stated in the foregoing
answer so far as they depend upon his
own knowledge are true, and so far as
stated upon information derived from
others he believes them to be true.

Given under my hand Jan'y 16th 1883.

James W Orr. Comr.
in chancery.

James P Braltrue

Ans 3 Answer

H. H. Hampton & Co

Filed in open Court
for perquisitions thereof

March 21st 1883.

J. A. Whitworth
Clerk

1883. March 25th. This answer is also executed to
become it shown no legal advice or which
the respondent can complain - It is mi-
nistered to return he may be believed.
J. S. Stevenson
for Deft.

John A. Kelly Judge of
the Circuit Court of Lu County, Virginia

The Separate answer of Zisu Flanory
to a bill filed in This Honorable Court against
him and James P. Braxton by Henry C. Flanory
an infant by Edward Cecil guardian and
next friend of the said Henry C. Flanory.

Saving the benefits of all exceptions which may
be had to the Plaintiffs bill for all errors therein
of either facts or law, This respondent, answer-
ing says, he supposes it is true that the Plain-
tiff obtained against him such a judgement
as he describes in his bill, at any rate, a suit
was instituted against this respondent before
a Justice, and a judgement awarded against
this respondent for some \$4.00 or 5.00 and from
this judgement an appeal was taken and the
Justices judgement affirmed and afterwards
To wit on the day of 18 This judgement
was in the absence of respondent set aside and
a judgement for \$20.67 awarded against this
respondent. Respondent supposes that an ex-
ception was awarded on this judgement and that
the same was placed in the hands of Francis Miles
D.S. for J. Kelly S.C. and that the same was return-
ed by him in conformity of order, as it is true that
he is a man of small means, and little prop-
erty. But while all this is the case respondent

denies That said Judgement, is all due, or That any part of it is due for he alleges and avers that the whole of said debt upon which said Judgement was rendered was paid by him before said Judgement or either of them was rendered, but this fact he failed to prove at the Trial before the Justice, and hence Judgement against him as aforesaid.

But respondent denies That said Judgement is a lien upon the Lands mentioned by the Plaintiff in his bill. He denies That he was the owner of said Lands, or That said Lands were in any way liable for or chargeable with his debts.

Respondents wife was the owner of said Tract or lot of land. She purchased said land on the 10th day of October 1879. and executed her notes for the purchase price, thereof or rather the balance, of the purchase price, after paying down the sum of five hundred dollars, and the said Thomas executed his title bond, to her binding himself to convey said land to

her as soon as the purchase price was fully paid all of which fully appears by said bond a copy of which is
Respondent will now show your Honor exactly how this matter all came about. He was living on a Tract of land on Sugar run - That belonged to the father of respondent, and respondent getting in debt to some extent and thereby incurring the displeasure of his father, the old gentleman sold the part of said land he had before that intended

from bond
made
1881

for respondent, paid off the judgments then owing
by respondent, amounting to something less than \$300⁰⁰
and gave the balance Eight hundred dollars
to respondent's wife as her property to do with
as she pleased. This all occurred sometime in
the summer of 1878. but the date can be fixed
definitely by reference to the deed of Silas Flannery
to, Elkanah Flannery. With the notes thus
given her by respondent's father she purchas-
ed this land now sought to be charged with
this debt. and as before stated respondent
has no interest whatever in the land.

Respondent will now show you how that his
wife has sold said land to James P. Corabtree,
who is now in the possession of it.

At the time the writ in this suit was served upon
him, there had been paid by his wife towards said
land the sum of \$700.00. or including interest, \$721⁵⁰
That is \$500⁰⁰ was paid down, ^{\$50 July 1st 1881.} and \$171²⁵ was

paid last March. The \$500 was paid by M. C.
Persons for. Respondent's wife, \$50.00 was paid
by respondent, for his wife and money which she bank-
ed to him for that purpose. and the \$171²⁵ was
paid by J. P. Corabtree to whom respondent's wife
had sold said land. The land was sold
to the said Corabtree for \$921⁷⁵ of which sum
said Corabtree paid as before stated, \$171²⁵ to
B. F. Thompson, respondent's wife's vendor. and

and has assumed to pay for, her to said
Thompson the sum of \$200 which is still
due on said land. and he has paid to respondent
his wife \$400 and has executed his note to her
for the balance of said \$921.25 to wit the sum of
\$157.25 Respondent has already stated that
he has no interest in said land, and in addition
there to has stated exactly how the matter stands
but being required to state specifically what he
knows about his own
interest ~~business~~ in said land answers that he
has none whatever. save and except the hope
that his wife will manage her property judiciously,
and now having answered he prays to be hence
dismissed with his costs.

Richmond Duncan & son for
Defendants

Virginia, Lee county, to wit,

The foregoing answer of Zion Flanery was this
day sworn to before me by said Flanery to be
true, so far as the facts stated depend on his
own knowledge, and so far as they depend
upon information derived from others he
believes them to be true. Given under my
hand January 8th 1883.

James W Orr, Comr.
in chancery Lee
Circuit Court.

Demermer to Anarus not being in case, This is
used as a mere ment. —
Genl. rep. put in.

A-L Preliminary
for Plff.

Lancery & Lancery by &c
}
} Answer of Deft
vs }
} Gion & Lancery.
}

Filed in open Court
by permission thereof
March 29 1883,
J. A. Lyatt Clerk

To the Honorable John A Kelly Judge of Lee
County Circuit Court, Virginia.

The seperate answer of Gian Flanery to
the amended bill filed against him & others
in this Honorable Court by Henry C Flanery
an infant, alias Charles E Flanery who sues
by Edward Cecil his next friend, This respond-
ent reiterating, reasserting and hereby adopting
his answer to the original bill, so far as the
same is applicahle to this amended bill, further
answering, says that it is not true that the
farm on which he lived on Sugar run or head
of Cane Creek, was partly paid for by him,
It is true that respondent had purchased a
small tract or parcel of land adjoining the
farm owned by his father on Sugar run or
head of Cane Creek but this land thus pur-
chased by respondent, had long before the
sale of ^{they said} land by his father, been sold to one
Crockett Flanery, It is also true that this piece
of land was sold at the sometime the tract
of land was sold by respondent's father, and
to the same purchaser, but with this sale of

this piece of land respondent had nothing to do, Respondent admits that he did aid his father in making said sale, but he did so for his father and at his fathers request, but it is not true that respondent asked his father to collect said money and pay it over to Phelia Flanery wife of respondent either for the purpose of avoiding the payment of debts, or for any other purpose, but as stated by this respondent, in ^{his} answer to the original bill, respondent by getting in debt, had incurred the displeasure of his father, who sold the ^{said} land as before stated, paid off respondents debts, all of them, as both he and respondent then thought that amounted to anything of importance, and then gave the balance of the sum for which said land sold to respondents wife as her property to use, control and dispose of as she thought proper, All of which was done by respondents father freely, voluntarily and without even consulting respondent, and with this money, as a basis, respondents wife purchased the land in the bill mentioned, and respondent refers to his answer

to the original bill to show how much was paid,
by whom paid &c. Respondent positively denies
that any of said transactions were made by him
or with his knowledge to defraud, hinder or delay
any of his creditors. In answer to ^{special} interrogatories
~~to~~ propounded by plaintiff in his amended
bill, - Respondent did not own and was not
entitled to the Cane creek land, but the same
was owned and sold by his father as before
stated. Respondent did not request his father
to collect the purchase money for said land and
pay it over to his said wife to hinder delay and
defraud creditor. Respondent's father freely and
voluntarily, as respondent is advised he had a right
to do, sold said land and paid the purchase mon-
ey therefor to respondent's wife after paying off
respondent's debts as before stated.

Respondent & his brother Rees D. Flannery did assist
their father in making sale of the Cane creek
land, and perhaps did negotiate the sale, but as
before stated it was done for him and at his
request, and respondent and his wife's brother
did assist respondent's wife in purchasing the

Thompson land, which assistance was rendered for her and at her request. Respondent did not sell the Thompson land to Cevaltree, but he did at the request of his wife assist her in making said trade, and did consent to it. Respondent was instrumental in negotiating and effecting said trade, acting at her request and, as respondent believed, for her best interest. Respondent did not ~~own~~ ^{own nor} control the fund paid for the Thompson land. Respondent has answered the plaintiff's bill and amended bill together with the special interrogatories propounded without dodge, equivocation or evasion, and here again reasserting that the debt upon which the plaintiff's judgment was rendered was fully paid to the plaintiff's father in his lifetime, a fact which respondent is prevented from proving by the death of plaintiff's father, he now prays to be hence dismissed &c.

Richmond, Duncan & Orr.

for defendant

Virginia, Lee county, to wit.

This day Izion Flanery personally appeared before

me and made oath that the facts stated in the foregoing answer so far as made upon his own knowledge are true, and so far as made upon information derived from others he believes them to be true. Given under my hand Aug 28th 1883.

James W Orr, Comr.
in chancery Lee Circuit.

John Flanery.
advs { Answer to amend-
- id bill
Henry C. Flanery by re.

Filed in open court
by leave thereof
Sept. 1st 1883.

J. A. Hyatt
clerk

To the Honorable John A. Kelly Judge of the
Circuit Court of Lee County, Va.

The separate answer of Phoebe Flanory
to a bill and amended bill filed in this Honorable
Court against her and others by Henry
C. Flanory alias Charles Flanory an infant
by Edward Cecil his next friend

This respondent saving the benefit, on a final
hearing of all advantages which can or may
be had to said bill and amended bill for
an answer thereto, or to so much thereof as she is
advised it is material or necessary for her
to answer. answering says. That she knows
nothing personally of the judgement her
attempted to be enforced, she has heard that
such a judgement as the one here described
was rendered against her husband, she has
also heard her husband frequently say both
since and before the rendition of said judgement,
that the debt or note upon which it was
rendered was fully paid to the father of the
said Charles Flanory in his lifetime.

This respondent denies that her husband
the said John Flanory, was at the time of the
rendition of said judgement, the owner of
the tract of land described in the Plaintiffs
bill. She further denies that said judgement is
a lien upon said land.

This respondent was the owner of said Tract or
parcel of land. She purchased it on the 10th
day of October 1879. from Benj F Thompson
She paid down towards the purchase price
of said land the sum of \$500. and executed
her note for the residue of the purchase price
to wit \$400. and said Thompson executed to
her his title bond. In this Trade her said hus-
band was unknown, he had no interest in
it and acquired no rights under it. It is
true however that she consulted her husband
about said Trade as she did her brother M. C.
Parsons. and she was aided in making said
Trade both by her husband and her brother, in
fact they negotiated and consummated said
Trade for her. Respondent will now show your
Honor the manner in which she became en-
titled to the money with which she was enabled
to make said purchase. Silas Flannery, the
father of Respondents husband was the owner
of a Tract of land situated on Sugar Run or the
head waters of Cam Creek. he sent two of his
sons to wit Reese D. Flannery, & John Flannery
Respondents husband on this farm to reside
and as respondent understood said farm
was intended for said two boys, but as to how
this was she does not know. Any way, after
some time her husband by getting in debt,

incurred the displeasure of his father, and
he then determined to sell and did sell that
part of said land which she had before that
understood was intended for her husband,
and after paying off the debts of her husband
out of the proceeds of said land there was left
the sum of six hundred ^{dollars.} This sum the said
Silas Flannery ~~gave~~ to this respondent, for
the purpose as she understood of enabling
her to purchase a little home for herself
and children, to be held and owned by
her as her own property. With this money
as a basis she purchased the land in
the bill mentioned from Thompson, at \$900.
She paid him down \$500, and executed to him
her note for the balance, and after some years
respondent finding she was unable to pay for
said land sold it to, her co-defendant James
D Crabtree. The \$500. paid down was paid
for her by, her brother M.C. Persons but it was
paid out of the money given her by her father
in law, and on Jan'y 1st 1881. She paid \$50⁰⁰
more. This money was given to her by her mother
and she respondent handed it to her husband
to pay for her to Mr Thompson. as stated by
her husband in his answer to the original
bill, on the sale to Crabtree said Crabtree
paid down to respondent's wife \$400.

and has executed his note for \$150.⁰⁰, and
these two sums make up the sum which respondent
had paid to her vendor for said land. The
balance he has paid and assumed to pay to
B.F. Thompson, Respondent's vendor.

Respondent will now respond to the special
interrogatories propounded to her and her hus-
band. Respondent has heard and read her husband's
answers to the said several interrogatories she
believes said answers to be true and she hereby
adopts them as her own so far as they are res-
ponsive to interrogatories propounded to her
and in answer to said last interrogatory which
seems to be directly propounded to her Respondent
answers that her claim to said money is not
based upon or controlled in any way by the
fact that her husband owed or might owe debts
but she claims it solely because it was given
to her, by her husband's father as herein before
stated by respondent. And now having
answered said bill and amended bill so
far as she is advised it is natural for her
to answer prayer to be hence dismissed
with her costs.

Richard Duncan & Orr
for Deft Phoebe Flanery,
Virginia, Lee county, to wit.
The foregoing answer of Phoebe Flanery was

Phyllis Flanery
ado^r Ans. to amended ob-
-Bill

Henry C. Flanery ly &c

Filed in open court
by leave thereof,
Sept 1st 1883.

J. A. Bennett
Clerk

Henry C. Flannery alias Charles E. Flannery
Against
Gideon Flannery et al.

This cause came
on this day to be heard upon the
papers formerly read and the answers
of Gideon Flannery & James P. Crabtree and
replication thereto. And was argued by
Counsel. On consideration whereof
for reasons appearing to the Court it
is adjudged ordered & decreed that
the plff so amend his bill as to make
Phoebe Flannery a party thereto. which
said amended bill is by Counsel now
here in Court filed and the defendants
by Counsel appear thereto, and on
their motion leave is given them
until June Rules —
to file their answers. And no further
action being necessary the Cause is
continued —

Henry C. [unclear]

v2 } Diene

Yvon Flaur et al

March 7. 1883

Entered pages 320-21

J. A. Hyatt
Clerk

Enter this
April 6th 1883
J. A. Hyatt,

I, Charles E. Flanary do hereby agree
and bind myself to have dismissed
a certain Chancery suit now pending
in Lee Circuit Court, in my favor, by
E. W. Cecil my late Guardian against
Zion Flanary et als - In consideration
of the fact that said Zion Flanary
has this day executed to me his note
for \$20.67, and we each are to pay
our own costs incurred in the prosecution
of said Chcy suit, this 11th day of July 1884

C. E. Flanary

Le. E. Flannery
vs } agreement to
dismiss suit

Zion Flannery

Filed Jan 11/884.

J. A. Hyatt
clerk

75

Sheriff's

Henry C. Mearns by

Edward Jacob Kewenau

vs

John Mearns

Oct 1880. C. J. 207

Judgment corrected so that the

Plaintiff recover against the

defendant with legal fees 15th of

Jan'y 1882 till paid, and the costs

to the Court 1 - \$ 1.54. \$ 1.20. \$ 20.

add for \$ 1.77. \$ 2.50. \$ 20.

Sheriff's Return

No property found & the def. paid

\$ 2.50 & \$ 2.00 - \$ 4.50 1881.

copy

Wm. A. Gibson Clerk

1.00

1.00

0.25

20

1.75

2.50

23

13.50

Henry B. Fleming by
Edward Cecil Guardian
vs. J. B. J. & J. B. J.
Zion Fleming

"A"

Now, all men by these presents that I
W. H. Thompson, am held and firmly bound
unto Phoebe Plenary in the sum of eighteen
hundred dollars well and truly to be paid
to her the sd Phoebe Plenary her heirs assigns
or the condition of the above obligation
is such that I sd W. H. Thompson having
Bargained and sold unto the sd Phoebe
Plenary a certain tract or Parcel of Land
supposed to be forty acres more or less
lying in the County of Loud State of Virginia
on Powell River and Bounded as follows
to wit:-

Beginning at the Mouth of the Boaring
Branch thence up said Branch to a
large gap of sd Thompsons just above
Sams Britts corner thence with sd
line eastwardly to the wagon Road
on top of a cliff thence N. E. with
said Road to Larpen Herndon and
and with said Herdons line North &
West to a corner on two Sugar trees
at a short Brook in the line thence
with said fence, West to the River Clift
and Strait on to the River and with
the River to the begin to getting with
all the appertanance belonging to sd Land
and also a water right to the spring
known as the local spring to use
either in pipe or other wise in view of
sd Thompsons fence under the Clift
near the wagon Road.

Parcel and of it I have I give as above

as year's time is out, I & Thompson
do further agree with the said John
Thompson that in case she fails to
pay the sum of \$1000 and interest
accrued with said land, that
I the undersigned Henry J. Hart
at \$2000 shall sell the same land
time that I sell it for and at the same
price subject to any damage done and
at lands for cultivation or otherwise
from the present condition of said land.
Binding her self or heirs to give to
Thompson the Refusal of said Land
when sold, which she at John Thompson
has agreed in the presence of the witness
of this obligation.

It is further agreed that Thompson on any
part due under or cause to be made
in said and lawful deed to be made
upon the last payment of said land
to pay at Thompson's expense
hereby then this obligation on said
Thompson that in which a reference to
the same in full force and virtue
of which said deed was made and the
10th day of October 1877.

J. H. Thompson & Co
Elizabeth Thompson

Test
J. H. Thompson

Henry J. Hart J. H. Hart & Co

I Admire the within to James P. Hart
this 1st of November 1882

Attest
M. C. Parsons

J. C. Hart

Full & complete

B. F. Thompson
Little Rock
Wheeler, Delaware

"B"

1. #11 for Casey - 60"

The Commonwealth of Virginia,

To the Sheriff of Lee County - - - Greeting:

We Command you to Summon

*Zion Flanary and
James P. Crabtree*

To appear at the Clerk's office of the Circuit Court of Lee, at the Court-House, on the first Monday in

October next being rule day to answer a bill in Chancery, exhibited in our said Court against *them*

by

*Henry C. Flanary who
sues by Edward Cecil Guardian*

And have then there this writ. Witness JOHN A. G. HYATT Clerk of our said Court at the Court-House
this *19th* day of *August* 1882, in the *107* year of the Commonwealth.

J. A. G. Hyatt CLERK.

19

Henry C. Flanary by &c
vs 3 Spa in Chcy

Zion Flanary &
Others

To October Rules 1882

Executed by deliver
ing a copy of the
deed to Zion Flanary
& James S. Grobbee
aug 24/82. J. Miller
L. S. for J. S. & Co

Standing No. 289

-IN-

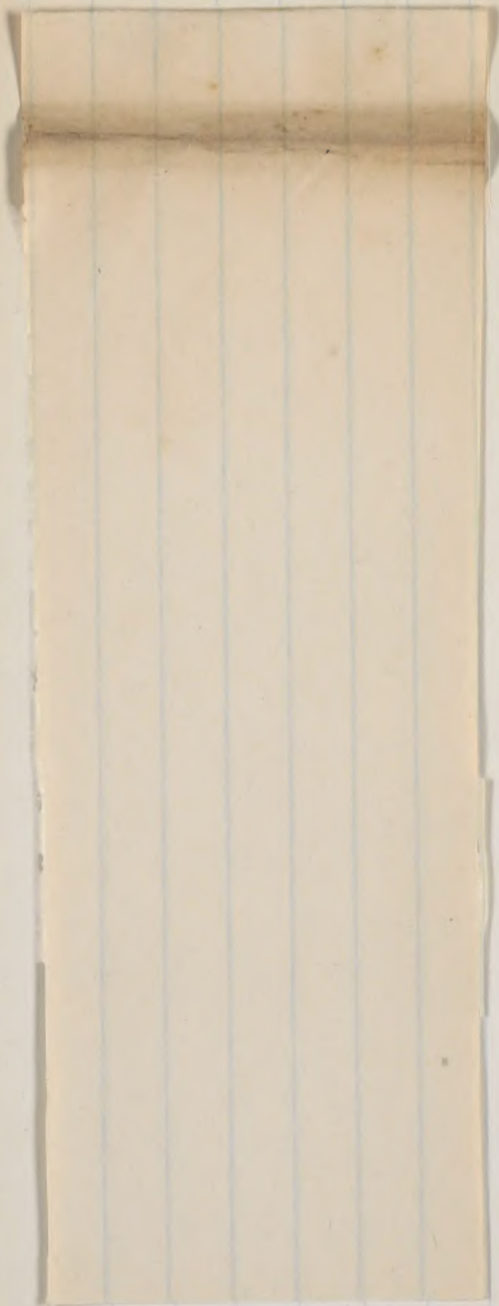
LEE CIRCUIT COURT.

Plffs ATTY. <i>Or</i>	<i>Flanary Ruedo</i>	Def'ts ATTY.
Plffs costs. \$	vs. <i>Bell</i> <i>Henry</i>	Def'ts costs. \$
.....	<i>H. H. Merson</i>
.....	
.....	
.....	
.....	
.....	
Total \$		\$

Reference Docket 17 Page 80 Line 110

1st calling Term 188.....

Decided March Term 188 11



Standing No. 383

-IN-

LEE CIRCUIT COURT.

Plffs ATTY. <i>P</i>	<i>Henry Henry & Co</i> <i>by</i>	Def'ts ATTY.
Plffs costs. \$	vs. { <i>Bill in</i> <i>Chancery.</i>	Def'ts costs. \$
.....	<i>Gion Henry</i>	
.....	<i>Settle</i>	
.....		
.....		
.....		
.....		
.....		
Total \$		\$

Reference Docket .. / .. Page 22 Line 37

1st calling .. Term 188 ..

Decided .. *March* .. Term 1884

385

WILLIAM
B. SUGGS
BALTIMORE